Permit #S00115506

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00115506 **Type of Permit:** STILL **Release Date:** 11/15/2016

Production Company ATELIER MANAGEMENT INC

Insured Company Name ATELIER MANAGEMENT INC

Contact Phone No. 1 323-933-2983
Contact Phone No. 2
Fax
Address 529 S BROADWAY, SUITE 305
LOS ANGELES, California 90013

Production Title MENS FITNESS

Type of Production Still Photo

Producer Joe Daley

Director doug inglish

1st AD Joe Daley

Production Manager Joe Daley

FilmL.A. Coordinator Daniel Poissant

Location Manager joe daley
Primary Phone Mobile - 310-717-6028
Secondary Phone Office - 213-488-3560

Location Assistant Joe Daley
Primary Phone Mobile - 310-717-6028
Secondary Phone

Fees

FILMLA NON-REFUNDABLE STILL APPLICATION FEE $63.00

Total Permit Fee $63.00

Number of Locations 1

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Summary Information — Location

Permit Number	S00115506	**Location Manager**	joe daley
Production Company	ATELIER MANAGEMENT INC	Primary Phone	Mobile - 310-717-6028
Insured Company	ATELIER MANAGEMENT INC	Secondary Phone	Office - 213-488-3560
Production Title	MENS FITNESS		

Location Address Los Angeles River, 110 Fwy to N Main St (EXCLUDING FREEWAY), Los Angeles, CA, 90031

Location Type River bed

Film Dates 11/16/2016 - 11/16/2016 07:30 - 17:30 1 day

Open or Closed to the Public Open

Generic Conditions
Must comply with attached conditions
Must Maintain 5' Clearance on Sidewalks/Walkways
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic
No Parking in handicap spaces at anytime.

Please see attached documents
Army Corps LA River Conditions.pdf
Signature Page 115506.pdf
Revised Terms & Condition e delivery.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	10
Motor Homes	1
Vans	1

Personnel on Location

Type	Quantity
Cast	1
Crew	13

Filming Activities Exterior models against scenery; Handheld equipment; Talent on motorcycle (still shots);

Jurisdiction **Political:** Los Angeles City - Council District 01 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 634 **Grid:**

Approvals
ARMY CORPS OF ENGINEERS — Vicki Stephens-Allen
LOS ANGELES CITY POLICE DEPARTMENT — Steve Ji

Parking
Base Camp Location Type : Filming Location
Crew Parking Location Type : Other Location — 1950 N Main St, Los Angeles, CA, 90031

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SITE SPECIFIC CONDITIONS FOR FILMING AT THE LOS ANGELES RIVER

1. There will be no blocking of access roads or entry points into or through the channel including the 6th Street Tunnel.

2. All areas are to be cleaned and garbage properly disposed of off-site at the completion of filming, including all props, paint, and paint cans, etc. Remove skid marks from concrete surfaces. Any damage to property of the channel or property of the Government must be promptly repaired.

3. Unless submitted with the filming application and reviewed with no objection by the Corps, no major equipment, stunts, pyrotechnics, weapons, firearms, fire, special effects, or animals are allowed.

4. Unless a Safety Officer is present, personnel must stay out of the water areas especially the low flow area and soft bottoms. Guidelines of the Clean Water Act and the Migratory and Endangered Bird Species Act covering the riparian areas of the channel must be followed.

5. There are to be no destructive acts to any structure within the channel such as bolts, screws, anchors in the channel floors, walls, or piers, etc.

6. No vehicle crashes that would introduce any fluids into the water ways are allowed.

7. Emergency crews should stand-by as applicable, and crews should have a spill response capability.

8. All stage materials, models, shooting equipment, mock ups, trash, etc. must be removed when the filming activity is finished.

9. Sanitary facilities shall not be provided in the River.

10. Any graffiti introduced needs to be covered before leaving using Corps standard paint. This formula for "Brickface" is from Sherwin Williams Paint Stores:

Product/ mfg #- CK6688051
DESCRIPTION- ACRYSTAIN EW
Color- Custom USARMY CRP brickface

BAC	Blend-a-color	oz	32
Y3	Deep Gold	12	16
R2	Maroon	-	45
B1	Black	12	32
N1	Raw Umber	6	24

Custom Manual Match

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RRR III

11. This is bird nesting season. Most areas may require screening by an ecologist prior to an event to ensure riparian area is not disturbed. Also, there may be an endangered bird species in several areas called the Least Bell Vireo.

12. Importing any fill (dirt, sand, rock, and/or soil) may require a Section 404 permit under the Clean Water Act, 33 U.S.C. 1344, prior to filming. Conditions of any necessary permit required for the requested activity are the Grantee's responsibility.

13. Vehicle repair, refueling, storing gasoline or other flammable vehicle fluids are prohibited in the River.

14. Alterations to any concrete structure in or in the vicinity of the River, including but not limited to levee walls, are prohibited (i.e. driving nails or screws). Sandblasting is not allowed.

15. Do not drive faster than is prudent for the conditions of the River surface.

16. No substance of any kind shall be placed in the River unless approved by Corps personnel. Any permitted materials or substances must be removed at the conclusion of all activities and the River returned to its prior existing condition.

17. Confirmation of a clear forecast (no rain) is required for any filming which occurs from October 15th- April 15th. (No local rain predicted in the 5 days preceding the first activity day and each day thereafter, according to the Regional National Weather Service).

18. The Grantee shall take steps to avoid degrading the water quality of the Los Angeles River.

19. Painting out graffiti is allowed with water-based paint.

20. Do not paint over any flood control signs, markers, or indicators.

21. The Grantee shall take steps to avoid generating wind-blown debris.

22. Vehicles transporting any flammable, explosive, or corrosive substances, including hazardous waste, hazardous materials or "placarded loads" are not allowed the River.

23. Camping is prohibited.

24. Items, equipment, vehicles etc. may not be left unattended or overnight in the River.

25. You do not have permission to enter or cross the "low-flow" channel in the middle of the River.

26. Vehicles must remain on publicly accessible roads and thoroughfares. Driving outside of permitted areas is prohibited in the vicinity of the River.

27. Do not encourage spectators to enter the film location.

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Permits need to come from Film L.A., Inc. This particular area of the channel has many concrete surface hazards. The film crew should walk the area thoroughly prior to the start of the film shoot.

Special Additional Conditions Corps Safety Office:

A. On the issue of traction, please consider the surface wetness, algae build up, or old dried paint which may cause loss or instability when in contact with the tires. You may need to sweep or dry the surface prior to driving on it.

B. Emergency Personnel are required to be on site for quick response in case of an accident.

C. Remove all your trash/debris after your film shoot.

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Los Angeles, CA 90028

ATTACHED IS A <u>FINAL DRAFT</u> OF THE PERMIT FOR WHICH YOU APPLIED.

- **Please review all copies of this final draft permit/rider and attachments.**
- **<u>If you need to make changes</u>, contact your assigned coordinator immediately at (213) 977-8600.**
- **<u>If there are no changes</u>, please indicate approval and acceptance of the permit by entering an authorized signature below. *An authorized signature is acceptable if typed in the following form: /john quincy doe/***
- **Please be advised that your signature hereon will bind the production company to all the terms, conditions and restrictions of the final permit. Your permit is not valid and cannot be used unless and until you enter the information requested below with your signature and return it to FilmL.A. with all attachments.**
- **After you enter your signature and other information below and return it to FilmL.A. with all attachments, we will email you the final permit release copy, from which all "Draft" designations have been removed, for your use and records, in a pdf. (If you do not return your approval by 6 p.m. your permit may not be ready for delivery until the next business day.)**

PERMITTEE (Company Name)	
Signature of Authorized Company Representative Valid signature = /Joe Daley/atelier management (include slashes)	**/ Joe Daley /**
DATE OF SIGNATURE	

By typing your signature above, you certify that you have read and agree to all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions set forth above (collectively, the "Permit Terms"), and you agree to bind the Permittee to all the Permit Terms. You further certify that you have the power and authority to bind the Permittee to the Permit Terms, and you understand and acknowledge that this permit and the Permit Terms constitute a legally-enforceable obligation on Permittee. Your permit is not valid and cannot be used unless and until you sign this document, return it to FilmL.A., and receive a final permit from FilmL.A. from which all "Draft" designations have been removed.

DRAFT & FINAL PERMITS CAN BE SENT ONLY DURING NORMAL BUSINESS HOURS (8:00 am to 6:00 pm).

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GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee. Permittee acknowledges and agrees that if permittee does not request a refund in accordance with the terms and conditions stated herein, FilmL.A. shall utilize unrequested refunds to support its 501(c)(4) public benefit purpose, including, but not limited to, areas such as enhancing the film permitting process, marketing and promoting filming in the region, student film projects, research and education about filming and any other uses that promote film production.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) This permit does **not** grant Permittee a license to use the Intellectual Property (seals, badges, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such Intellectual Property. (h) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

By the use of this permit, Permittee accepts and agrees to be bound by all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions asset forth above. Permittee further acknowledges that Permittee's signature on file with FilmL.A., Inc.indicates that Permittee accepts and is bound by all the terms, conditions, restrictions and obligations of this permit, including not only the above General Terms, Conditions and Restrictions,but also the Filmmakers Code of Professional Responsibility, Park Film Office Rules, if any, Special Filming Conditions, if any, Lane/Road Closure conditions, if any, and any other term, condition or restriction setforth on the permit and any attachments.